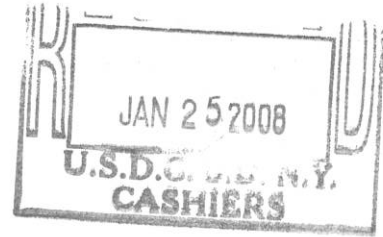


Jennifer M. Horowitz (JH-3173)
Victoria M. Sloan (VS-6262)
Epstein Becker & Green, P.C.
250 Park Avenue
New York, New York 10177
212-351-4500
Attorneys for Defendant
Aetna Life Insurance Company



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE BAER

----- x
ALAN M. ENGLER, M.D.
(Sahley Rivers)

08 CV 0911
Civ. _____

Plaintiff,

— against —

NOTICE OF REMOVAL

AETNA HEALTH & LIFE INSURANCE COMPANY,

Defendant.
----- x

TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK:

Defendant Aetna Life Insurance Company ("ALIC"), named incorrectly by plaintiff as "Aetna Health & Life Insurance Company," by its attorneys Epstein Becker & Green, P.C., respectfully seeks to remove this action from the Civil Court of the City of New York, County of New York, to the United States District Court for the Southern District of New York.

As reasons therefor, ALIC states as follows:

THE CIVIL COURT ACTION

1. Plaintiff Alan M. Engler, M.D. instituted an action against ALIC in the Civil Court of the City of New York, County of New York (the "Civil Court Action") by filing a summons and endorsed complaint with the Civil Court on December 26, 2007. Thereafter,

plaintiff purported to serve ALIC with the summons and endorsed complaint by mailing it to ALIC's New York office, 99 Park Avenue, New York, New York 10016. A copy of the summons and endorsed complaint ("Complaint") is attached as Exhibit A.

2. Upon information and belief, plaintiff has offices located at 122 East 64th Street, New York, New York 10021.

3. As set forth more fully below, plaintiff's Complaint seeks recovery of the sum of \$15,044.83 for services rendered to the beneficiary of an insurance contract with ALIC.

4. The Civil Court Action is removable from the Civil Court to this Court pursuant to 28 U.S.C. § 1441(a), because the complaint raises claims under the laws of the United States over which this Court has original jurisdiction under 28 U.S.C. §1331.

BASIS FOR REMOVAL

5. ALIC arranges and pays for the delivery of basic and supplemental health care benefits through group health insurance offered to employers. Employees select membership in ALIC plans among the health benefit options offered by their employer.

6. Plaintiff alleges that ALIC issued medical insurance to Sahley Rivers. Upon information and belief, Ms. Rivers received a plan of health benefits through ALIC pursuant to a contract between ALIC and her employer, Dewey & LeBoeuf (formerly Dewey Ballantine LLP).

7. The plan of health benefits provided by Ms. Rivers' employer to its employees constitutes an employee welfare benefit plan within the meaning of the Employee Retirement Income Security Act ("ERISA") 29 U.S.C. §§ 1001, et seq.

8. Plaintiff has asserted one cause of action against ALIC in his Complaint, alleging that ALIC breached the contract when it refused to pay medical claims arising from Ms. Rivers' insurance provided by ALIC.

9. Because plaintiff's claim against ALIC relates to an employee benefit plan within the meaning of ERISA, ALIC may remove to this Court pursuant to 28 U.S.C. § 1441(a).

10. ERISA provides an exclusive federal enforcement scheme for claims by plan beneficiaries and preempts state tort and contract actions. 29 U.S.C. §§ 1132 and 1144.


11. This notice has been filed within the time provided by 28 U.S.C. § 1446(b) and the Federal Rules of Civil Procedure. ALIC received the summons and endorsed complaint on January 4, 2008.

12. Upon the filing of this notice, ALIC will give written notice to plaintiff's attorney and will file a copy of this notice with the Clerk of the Court, New York City Civil Court, County of New York.

WHEREFORE, Aetna Life Insurance Company requests that the Civil Court Action now pending in the Civil Court of the City of New York, County of New York, be removed to this Court.

Dated: New York, New York
January 25, 2008

EPSTEIN BECKER & GREEN, P.C.

By: 
Jennifer M. Horowitz (JH-3173)
Victoria M. Sloan (VS-6262)

250 Park Avenue
New York, New York 10177-0077
(212) 351-4500
Attorneys for Defendant
Aetna Life Insurance Company

CIVIL COURT OF THE CITY OF NEW YORK

COUNTY OF NEW YORK

Index No. 075564CVN

ALAN M. ENGLER, M.D.

(Sahley Rivers)

2007

SUMMONS

Plaintiff's Address

Plaintiff,

122 East 64th Street
New York, New York 10021

- against -

The basis of the venue designated is:
Plaintiff's and Defendant's places of business.

AETNA HEALTH & LIFE INSURANCE COMPANY

Defendant.

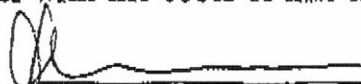
To the above named defendant

X

You are hereby summoned to appear in the Civil Court of the City of New York, County of New York at the office of the said Court at 111 Centre Street, in the County of New York, City and State of New York, within the time provided by law as noted below and to file your answer to the - endorsed summons- with the Clerk: upon your failure to answer judgment will be taken against you for the sum of \$ 15, 044.83 with interest thereon from the 12th day of July, 2006 together with the costs of this action.

Dated: November 26, 2007

Defendant's Address:

151 Farmington Avenue
Hartford, CT 06156


Robert A. Santucci

Attorneys for Plaintiff:

SANTUCCI & ASSOCIATES

110 Wall Street - 11th Floor
New York, New York 10005-3817
(212) 709-8357

Note. The law provides that: (a) If this summons is served by its delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such service; or

(b) IF this summons is served by delivery to any other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed THIRTY days after proof of service thereof is filed with the Clerk of this Court within which to appear and answer.

*If the cause of action is for money only and a formal complaint is not attached to the summons, strike the words "annexed complaint." If a formal complaint is attached to the summons, strike the words "endorsed summons."

2002/92/21
FILED N.Y. COUNTY, NY
075564 CVN 2007

ENDORSED COMPLAINT

A statement of the nature and substance of the plaintiff's cause of action is follows:

Jurisdiction and Venue: Plaintiff is a medical doctor with a place of business in the County, City and State of New York. Upon information and belief, defendant is a domestic corporation with place of business at 151 Farmington Avenue, Hartford, CT 06156 and transacts business within the City and State of New York. This transaction arose in the County, City, and State of New York.

First Cause of Action: This is an action for breach of contract. Heretofore defendants or their agents issued to Sahley Rivers, medical Insurance, group number: 895909-014-00201, identification number: W110211888*01. That on about or between March 7, 2006 to July 12, 2006, plaintiff provided medical services to Sahley Rivers and submitted medical claims to the defendant, of which \$ 15, 044.83 which the defendant refused to pay.

Attorneys for Plaintiff:
SANTUCCI & ASSOCIATES
110 Wall Street
11th Floor
New York, New York 10005-3817
(212) 709-8357